



CARDHOLDER AGREEMENT

In this Agreement, the word "I", "me" and "my" means each employee and all of their eligible dependents. "You" and "your" means Med-i-Bank, Inc., (dba, MBI) the provider of the MBI Benefits MasterCard® debit Card ("Card") which enables me to use a debit MasterCard program to access coverage under pre-tax/post-tax Savings or Reimbursement Accounts ("Accounts") established, maintained and controlled by my employer or its agent, which represents an amount of coverage under my employer's plan(s) ("Plan"). "Card Transaction" means each transaction at a merchant that accepts the Card. This Agreement is between the cardholder and KeyBank, N.A. MBI is an authorized representative of KeyBank, N.A. in connection with the MBI Benefits Card™.

How the Program and the Card Work; Qualified Expenditures. In connection with participating in the Program, I request that KeyBank, via MBI, issue to me one or more Cards. I agree that each Card is the property of KeyBank and will be surrendered to it via MBI, upon request. I understand that I am responsible for all charges incurred by using the Card and that I can only use the Card for payment of certain eligible expenses defined in my Plan Document(s) and under federal tax law. Any Card Transaction that is not for a Qualified Expenditure is called a "Non-Qualified Expenditure." When I use the Card, I incur an expense which may qualify for pre-tax reimbursement under the Plan. I understand that my employer will advance funds on my behalf to cover my expenses and that I am indebted to my employer for such funds until such time as the expense has been deemed to be a Qualified Expenditure. You are authorized by me to deduct the amount of each Qualified Expenditure from the Account in the same way check transactions are handled. I further agree that Card Transactions shall be subject to the terms of this Agreement and the rules of the Account and any applicable federal or state rules or regulations. You are not obligated to me if any merchant refuses to honor my Card or retains my Card if authorization for its use is not given. I understand that if I use my Card for a purchase which is returned for a refund, and such purchase was a Qualified Expenditure charged to my account, such refund must be made on a credit voucher, which shall be credited to the Account in the normal course of business. I agree that all Card Transactions may be presented to my Plan Administrator/Service Provider through the use of either sales or credit drafts or electronic transmission of the transaction information, and that I will, upon request, review transaction statements and sign documents attesting to the validity of my Qualified Expenditures.

Non-Qualified Expenditures. I understand that if I use the Card for purchases other than Qualified Expenditures, as determined by the Plan Administrator/Service Provider, the IRS, or any other party having authority, I have violated this Agreement and my obligations under my employer's Plan. I understand that, upon notification, I must immediately re-pay the expense to my employer and that my Card may be immediately suspended or revoked for such failure to comply.

My Responsibilities. I accept responsibility for the following; (i) all charges incurred by using the Card and all Card Transactions will be solely for Qualified Expenditures incurred (not billed or paid) during the Plan Year in which the Card Transaction was initiated; (ii) the Plan Administrator/Service Provider will determine what Card Transactions are Qualified Expenditures and that you have no responsibility to make any such determination; (iii) all information relating to the Account and any deductions or exclusions from income on my federal or state tax returns and filing are my sole responsibility; (iv) to the extent that I misrepresent any Card Transaction as a Qualified Expenditure when it is a Non-Qualified Expenditure, whether by mistake or otherwise, I indemnify you, and the Plan Administrator/Service Provider, and hold you harmless for whatever penalties and consequences that may occur as a result of my actions; (v) if I continually attempt to use the Card for Non-Qualified Expenditures, regardless of whether such transactions are denied, I will be required to return my Card to MBI, the Plan Administrator/Service Provider, or my employer; (vi) Qualified Expenditures for any Card Transactions have not been reimbursed, nor will I seek reimbursement from any source other than the Account, including but not limited to any and all insurance payments either from my insurance carriers or my dependents' insurance carriers; (vii) each time I present the Card for payment, I accept responsibility for the charges incurred and will sign a receipt evidencing that the expense has been incurred and reaffirming my representation that it is a Qualified Expenditure that has not been reimbursed nor will I seek reimbursement for from any other source.

Inappropriate Use of the Card. I acknowledge and agree that upon any inappropriate or fraudulent use of the Card, or termination of employment, I will immediately return all Cards issued for use against the Account to MBI, the Plan

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Administrator/Service Provider, or my employer. If I fail to surrender all Cards, I will be responsible, to the extent permitted by law, for any Card Transactions.

Return of the Card. If I am required to return my Card for any reason before the end of the Plan Year, I shall reimburse my employer for any amounts advanced by the employer from the Account for expenses that are not Qualified Expenditures. My employer may also pursue any and all legal means available to it to recover some or all of the amounts advanced that I am not entitled to, including but not limited to, deducting such owed amounts from subsequent payroll amounts owed me.

Consequences in the Event of Non-Qualified Expenditures. To the extent that any Card Transactions are not for Qualified Expenditures and I fail to reimburse the Account for such amounts, I authorize my employer to collect from me personally or withhold such funds from my pay or any-other amounts due me including any taxes, fines, surcharges or penalties that may be assessed for the use of the Card for Non-Qualified Expenditures. I also understand that my Card may be immediately suspended and/or permanently revoked.

Record of Transactions Statements. I will obtain and retain a receipt at the time I engage in a Card Transaction to verify Card purchases. I will review Transaction activity statements" .at least monthly, either by reviewing statements received from my Plan Administrator/Service Provider or by accessing the MBI web site (www.theflexcard.com).

Liability for Unauthorized Transactions. Upon review, I will immediately contact my Plan Administrator/Service Provider if my Card was used for any transaction without my permission or has been lost or stolen. If my statement shows Card Transactions that I did not make (even if my Card was not lost). I must and will notify the Plan Administrator/Service Provider at once. If I do not notify the Plan Administrator/Service Provider within 60 days of the Card Transaction date, I may not recover any money I lost after the 60 days if Plan Administrator/Service Provider could have stopped someone from taking the money if I had notified Plan Administrator/Service Provider in time.

Contact in Event of Unauthorized Transactions. If I believe my Card was lost or stolen, or that someone has used my Card without my permission, or there appears to be an error in my statement, I will immediately call my Plan Administrator/Service Provider. I may also report my lost Card on your web site (at www.theflexcard.com).

Privacy & Confidentiality. I hereby release you to provide any information necessary for the validation and/or verification of any Card Transaction, to my Plan Administrator/Service Provider. Otherwise, you will disclose information to third parties about the Account only to comply with government agency or court orders; or to verify the existence and condition of the Account for a third party, such as a merchant.

Authorizations. I agree that Card Transactions will be honored only when sufficient funds or coverage are available in the Account. If you or my employer, at either of your discretion, decides to pay the amount of the Card Transaction that exceeds funds in the Account, I agree to repay you or my employer in full immediately upon notice. I also agree that Card Transactions are subject to prior authorization by you or by a Card sponsoring authorization center.

Changing or Canceling this Agreement. You may at any time, and from time to time, upon notification, change or add to any of the terms of this Agreement. You also may cancel this Agreement and my right to use the Card any time without prior notice, but any obligation to pay any items charged against the Account, plus any applicable charges, will continue until paid in full.

Receipt of Disclosures. By signing and using the Card, I hereby acknowledge receipt of this Cardholder Agreement informing me of my rights.

Account Funds. Account funds do not represent deposits guaranteed, or insured by us, the issuer, or the Federal Deposit Insurance Corporation (FDIC), or any other state or federal governmental agency, and are subject to typical uninsured, non-guaranteed risk.

Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except to the extent that federal law may apply. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, the provisions of the Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

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